TRANSFER TAX PAID

WARRANTY DEED

(Statutory Short Form)

63-76 # 02009

Shirley F. Noel, whose mailing address is 1250 Ibis Drive, Englewood, FL 34224 for consideration paid, grants to Jon K. Benson, whose mailing address is PO Box 2172, Waterville, ME 04903 with Warranty Covenants, a certain lot or parcel of land located on the westerly side of Central Avenue in said Waterville and bounded and described as follows, to wit:

Starting at a point in the westerly line of Central Avenue which point is two hundred ninety-four and twenty-five tenths feet (294.25') northerly from the point of intersection of the westerly line of Central Avenue and the northerly line of Hazelwood Avenue; thence to the west, at right angles to the westerly line of Central Avenue, a distance of one hundred thirty-two feet (132') to a point; thence to the north, at right angles, a distance of sixty-six feet (66') to a point which point is the southwesterly corner of land; thence to the east along the southerly line, a distance of one hundred thirty-two feet (132') to the westerly line of Central Avenue; thence to the south along the westerly line of Central Avenue a distance of sixty-six feet (66') to the point of beginning.

For the purpose of this description, Central Avenue is to be considered as running North and South and Hazelwood Avenue as running East and West.

This conveyance is subject to the following restrictions, which are to run with the land, to wit:

No building other than a private dwelling house for not over two-family occupancy, together with private garage for use by occupants of house, shall be erected upon said premises. No part of any building shall be placed nearer than twenty (20) feet from the line of any street, provided, however, that porticoes projecting not over three feet, steps and windows are to be allowed in said reserved space. No double-decked porches may be built on any house. Said dwelling house and garage shall cost not less than seventy-five hundred (\$7,500.00) dollars. The garage, unless built as part of the house, shall be set back as least sixty (60) feet from the line of the street. No animals of any kind shall be kept on the premises excepting, however, household pets. No dwelling house shall be erected on any lot having less than fifty (50) feet frontage on the street.

Reference is also made to a Boundary Line Agreement between Shirley Noel and David P. Rogers & Celeste M. Rogers dated July 23, 1999 and recorded in the Kennebec County Registry of Deeds in Book 6037 Page 178.

BEING the same premises conveyed by Edward A. Gurski and Glenys M. Gurski to Shirley F. Noel by deed dated May 29, 1992 and recorded in the Kennebec County Registry of Deeds in Book 4197, Page 212. Also for reference see deed from Foresite, Inc. to Shirley F. Noel dated June 23, 1992 and recorded in the Kennebec County Registry of Deeds in Book 4197, Page 210.



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Witness my hand and seal this 26 day of November, 2004.

Witness Polysia E. Reinbeau

Shirley F. Meel

State of Florida

Charlotte, ss.

November <u>26</u>, 2004

Personally appeared the above named Shirley F. Noel and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Printed Name
My Com. Exp.:

MICHELE V. SMITH

Notary Public, State of Florida

My.comm. expires Jan. 04, 2006

No. DD 076762

Received Kennebec SS. 12/13/2004 10:03AM # Pages 2 Attest: BEVERLY BUSTIN-HATHEWAY REGISTER OF DEEDS